since the title to the property left by the deceased had vested in a trustee, the decedent did not die "leaving an estate" upon which the provision for the widow and orphans might operate. The court on the other hand insisted that a liberal interpretation was justified by the broad and comprehensive phraseology of the federal statute, and the total lack of words of limitation to be found therein. While it is true § 70 of the bankruptcy act vested title in the trustee primarily for the benefit of the creditors and there was no exception in favor of the bankrupt himself, yet the trustee's title was subject to the condition that if the bankrupt died during the pendency of the proceedings, the allowance for the widow and children was to be made from his estate in accordance with the state statutory provisions. Tacking the proviso in § 8 to legislation on abatement of proceedings makes clear that the Congressional intention was to make the preservation of such right to the bankrupt's dependents as broad as the prohibition against the lapse in the proceeding. The right accrued at the date of the bankrupt's death and could only be enforced out of the property of the estate not disposed of by the court in the lifetime of the bankrupt, since such transfers by the court were as binding upon him as a voluntary conveyance by himself or his duly authorized agent, and could not be set aside for the widow's benefit. The dissenting opinion of Judge ADAMS in *In Re McKenzie,* 73 C. C. A. 483, 142 Fed. 384, on this same point is thus supported in preference to the majority opinion based upon a stricter construction and hereby overruled. As to the widow's right to dower, the case *In Re Angier,* Fed. Cas. No. 388, (under Act of 1867 which contained no express provision as to dower) decided that proceedings in bankruptcy do not divest the bankrupt's wife of her dower interest in his property and that an assignee cannot convey a valid title, where no provision has been made for the dower rights. To the same effect is *Porter* v. *Lazear,* 109 U. S. 84 (1883), where it is denied that a wife's dower is a part of a husband's estate or in any manner affected by the bankruptcy proceedings. *Accord*: *In Re Hest,* Fed. Cas. No. 6437 (also under Act of 1867). Under the Bankruptcy Act of 1898, *In Re Forbes,* 7 Am. Bank. Rep. 42, decided that while this act does not expressly make provision for the wife's inchoate right of dower, it may be fairly inferred that she is entitled to it. *Thomas* v. *Woods,* 173 Fed. 585, seems to go the length of saying that Congress has no power to terminate dower rights existing under state laws.

BILLS AND NOTES—EFFECT OF MARRIAGE OF PARTIES.—A judgment was rendered against A in an action for breach of promise of marriage: and in part satisfaction of this judgment he turned over notes, made to his order by a third party, to the young lady. Later he married this lady, and she turned over the notes to him, to be used as collateral security for a loan. *Held,* the subsequent marriage did not destroy the validity of the wife's claim to the notes, nor did the re-delivery to the husband raise the presumption of payment of the breach of promise judgment. *Wellman* v. *Kaiser Inv. Co.* (Mo. 1914), 171 S. W. 370.

No authority directly in point on either side of the question was cited in the case, and none has been found. The decision seems sound, since the Married Women's Property Acts have increased the control and security of a wife over her property. Thus, money earned by a married woman before her marriage cannot be taken in execution to satisfy the debt of her husband. *Martin* v. *Davis,* 30 Pa. Super. Ct. 59. In *Fitch* v. *Rathbun,* 61 N. Y. 579, it was held that where a wife brought her own furniture to the house of her husband and mingled it with his, and used it for household purposes, it did not become thereby the property of the husband. And in *Jones* v. *Nisbet,* 12 Ky. Law Rep. 796, the husband and wife were allowed damages against the officers who seized a piano which had belonged to a wife before marriage, on execution against the husband. So in the instant case the wife's judgment gave a vested right, not destroyed by a later marriage to the man liable upon the judgment. The redelivery of the notes to the husband, to be used as collateral security for a loan, would not raise the presumption of payment of her debt, because the husband was not the maker of the note.

BILLS AND NOTES—NOTICE OF DISHONOR—STATUTE OF LIMITATIONS.—The defendants were the controlling directors of the Dallas Cotton Mills Corporation, and they became accommodation indorsers on the note of the corporation. Plaintiff sues as holder of this note. Defenses,—that no notice of dishonor had been given, and that the statute of limitations had barred the action. *Held,* notice of dishonor must be given to endorsers who are controlling directors of the corporation maker; and part payment on the note of the maker before the bar of the statute does not renew the note as to indorsers. *Houser* v. *Fayssoux* (N. C. 1914), 83 S. E. 692.

The plaintiff relied upon *Hull* v. *Myers,* 90 Ga. 674, 16 S. E. 653 to sustain the statement that controlling directors of the corporation are not entitled to notice of dishonor. But in that case the indorsers had agreed among themselves that they were signing as sureties. Also, the Circuit Court of Appeals in *Phipps* v. *Harding,* 70 Fed. 468, 30 L. R. A. 513, said the case of *Hull* v. *Myers* is bottomed upon incorrect reasoning, and is without the support of authority. The Federal court further said that directors are to manage the corporate property, but need not furnish it with funds nor insure its obligations. In *McDonald* v. *Luckenbach,* 170 Fed. 434, 95 C. C. A. 60, the court said that managing directors who indorsed a corporation note would be held to that secondary liability and none other. Mere knowledge of the dishonor of paper is insufficient to charge the secondary party. BUNKER, NEGOTIABLE INSTRUMENTS, p. 149. The corporate entity is distinct from its officers and directors, and they are entitled to the same rights as any third party. The ruling of the North Carolina court in the instant case upon the bar of the statute is not in harmony with the earlier decisions of that state. The direct question was presented in *Garrett* v. *Reeves,* 125 N. C. 529, 34 S. E. 636, and decided the other way. It had been settled by the case of *Green* v. *Greensboro College,* 83 N. C. 449, 35 Am. Rep. 579, that part payment by the principal, before the note was barred by lapse of time, arrests